

**STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.**

0 Valuation of Security     0 Assumption of Executory Contract or Unexpired Lease     0 Lien Avoidance

Last revised: August 1, 2020

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In Re:

Daniel J. Costello, Jr.

Case No.:

19-30914

Judge:

JNP

Debtor(s)

**Chapter 13 Plan and Motions**

Original                       Modified/Notice Required                      Date: 05/12/2021  
 Motions Included                       Modified/No Notice Required

THE DEBTOR HAS FILED FOR RELIEF UNDER  
CHAPTER 13 OF THE BANKRUPTCY CODE

**YOUR RIGHTS MAY BE AFFECTED**

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the *Notice*. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

**The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.**

THIS PLAN:

DOES  DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

DOES  DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

DOES  DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney: EJC

Initial Debtor: DJC

Initial Co-Debtor: \_\_\_\_\_

**Part 1: Payment and Length of Plan**

a. The debtor shall pay \$ 400 per month to the Chapter 13 Trustee, starting on June, 2021 for approximately 23 more months (42 months total).

b. The debtor shall make plan payments to the Trustee from the following sources:

Future earnings

Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

Sale of real property

Description:

Proposed date for completion: \_\_\_\_\_

Refinance of real property:

Description:

Proposed date for completion: \_\_\_\_\_

Loan modification with respect to mortgage encumbering property:

Description:

Proposed date for completion: \_\_\_\_\_

d.  The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e.  Other information that may be important relating to the payment and length of plan:

**Part 2: Adequate Protection  NONE**

a. Adequate protection payments will be made in the amount of \$ \_\_\_\_\_ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to \_\_\_\_\_ (creditor).

b. Adequate protection payments will be made in the amount of \$ \_\_\_\_\_ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: \_\_\_\_\_ (creditor).

**Part 3: Priority Claims (Including Administrative Expenses)**

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
CHAPTER 13 STANDING TRUSTEE	ADMINISTRATIVE	AS ALLOWED BY STATUTE
ATTORNEY FEE BALANCE	ADMINISTRATIVE	BALANCE DUE: \$ 1,000 (est) subject to court approval
<del>DOMESTIC SUPPORT OBLIGATION</del>		
New Jersey Division of Taxation	State income tax	\$1,031.65

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:

Check one:

None

The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
	Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount.		

**Part 4: Secured Claims**

**a. Curing Default and Maintaining Payments on Principal Residence:  NONE**

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)

**b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears:  NONE**

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)

**c. Secured claims excluded from 11 U.S.C. 506:  NONE**

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation
OneMain Financial	Honda Accord	5.5% till rate	\$5,000	\$5,730

**d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments  NONE**

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

**NOTE: A modification under this Section ALSO REQUIRES  
the appropriate motion to be filed under Section 7 of the Plan.**

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to be Paid
TD Bank/Raymour Flanagan	Furniture	\$10,000	\$500	N/A	\$500 cramdown	N/A	\$500

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

**e. Surrender  NONE**

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt

**f. Secured Claims Unaffected by the Plan  NONE**

The following secured claims are unaffected by the Plan:

Debtor is in a trial loan modification with Quicken Loans.  
New monthly payment is \$2,308 and Debtor is current outside Plan.

**g. Secured Claims to be Paid in Full Through the Plan:  NONE**

Creditor	Collateral	Total Amount to be Paid Through the Plan

**Part 5: Unsecured Claims  NONE**

**a. Not separately classified** allowed non-priority unsecured claims shall be paid:

- Not less than \$ \_\_\_\_\_ to be distributed *pro rata*  
 Not less than \_\_\_\_\_ 0 percent  
 *Pro Rata* distribution from any remaining funds

**b. Separately classified unsecured** claims shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid

**Part 6: Executory Contracts and Unexpired Leases  NONE**

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment

**Part 7: Motions  NONE**

**NOTE: All plans containing motions must be served on all affected lienholders, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal, and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.**

**a. Motion to Avoid Liens Under 11. U.S.C. Section 522(f).  NONE**

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided

**b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured.**  **NONE**

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified
NJ Motor Vehicle Commission	Residence	\$4,000	\$262,500	\$294,634.96	Zero	Entire lien to be discharged by Ch 13 discharge

**c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured.**  **NONE**

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured
OneMain	Honda Accord	\$2,500	\$5,730	\$5,730	Any remaining balance due
Raymour & Flanagan	Furniture	\$500	\$500	\$500	Any remaining balance due

**Part 8: Other Plan Provisions**

**a. Vesting of Property of the Estate**

- Upon confirmation
- Upon discharge

**b. Payment Notices**

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

**c. Order of Distribution**

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee commissions
- 2) Jenkins & Clayman
- 3) OneMain Financial
- 4) TD Bank/Raymour & Flanagan and New Jersey Division of Taxation
- 5) Unsecured creditors who file timely proofs of claim

**ci. Post-Petition Claims**

The Standing Trustee  is,  is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

**Part 9: Modification  NONE**

**NOTE: Modification of a plan does not require that a separate motion be filed. A modified plan must be served in accordance with D.N.J. LBR 3015-2.**

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: \_\_\_\_\_ 05/12/2021 \_\_\_\_\_.

Explain below <b>why</b> the plan is being modified:  1. Quicken Loans has offered Debtor a trial loan modification 2. NJ Motor Vehicle Commission may have a lien for surcharges 3. NJ Division of Taxation filed a late proof of claim	Explain below <b>how</b> the plan is being modified:  1. To eliminate Trustee Plan payment to Quicken Loans 2. To cramdown/stripoff surcharge lien 3. To pay NJ Division of Taxation on its priority claim 4. To pay base dividend to unsecured creditors
--	--

Are Schedules I and J being filed simultaneously with this Modified Plan?

Yes  No

**Part 10: Non-Standard Provision(s): Signatures Required**

Non-Standard Provisions Requiring Separate Signatures:

NONE

Explain here:

Any non-standard provisions placed elsewhere in this plan are ineffective.

**Signatures**

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to Local Form, *Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: 06/21/2021

/s/ Daniel J. Costello, Jr.  
Debtor

Date: \_\_\_\_\_

\_\_\_\_\_  
Joint Debtor

Date: 06/21/2021

/s/ Eric J Clayman  
Attorney for Debtor(s)

In re:  
Daniel J. Costello, Jr.  
Debtor

Case No. 19-30914-JNP  
Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0312-1

User: admin

Page 1 of 3

Date Rcvd: Jun 23, 2021

Form ID: pdf901

Total Noticed: 38

The following symbols are used throughout this certificate:

**Symbol**      **Definition**

- + Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
- ++ Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.P.2002(g)(4).

**Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 25, 2021:**

Recip ID	Recipient Name and Address
db	+ Daniel J. Costello, Jr., 124 Lincoln Lane, Berlin, NJ 08009-1176
cr	+ QUICKEN LOANS INC., Phelan Hallinan & Schmieg, PC, 1617 JFK Boulevard, Suite 1400, Philadelphia, PA 19103-1814
cr	+ QUICKEN LOANS, LLC FORMERLY KNOWN AS (FKA) QUICKEN, Phelan Hallinan & Schmieg, PC, 1617 JFK Boulevard, Suite 1400, Philadelphia, PA 19103-1814
518987816	+ Denise Carlon Esquire, KML Law Group, P.C., 701 Market Street, Suite 5000, Philadelphia, PA 19106-1541
518553527	++ FIRST SAVINGS BANK, PO BOX 5096, SIOUX FALLS SD 57117-5096 address filed with court:, FSB Blaze, 500 E. 60th Street, PO Box 2534, Omaha, NE 68103
518593002	+ JPMorgan Chase Bank, N.A., s/b/m/t Chase Bank USA, N.A., c/o Robertson, Anschutz & Schneid, P.L., 6409 Congress Avenue, Suite 100, Boca Raton, FL 33487-2853
518553529	+ Jefferson Health New Jersey, c/o Financial Recoveries, 200 E Park Dr, Suite 100, PO Box 1388, Mount Laurel, NJ 08054-7388
518553530	+ NJ Division of Taxation, 50 Barrack St, Trenton, NJ 08608-2006
518796954	+ New Jersey Motor Vehicle, PO Box 1502, Moorestown, NJ 08057-9704
518796018	+ New Jersey Motor Vehicle Commission, PO Box 1502, Moorestown NJ 08057-9704
518553533	+ Phelan Hallinan & Diamond PC, 400 Fellowship Road Ste 100, Mount Laurel, NJ 08054-3437
518553535	+ Raymour & Flanigan, c/o TD Bank, PO Box 16029, Lewiston, ME 04243-9507
518718202	++ STATE OF NEW JERSEY, DIVISION OF TAXATION BANKRUPTCY UNIT, PO BOX 245, TRENTON NJ 08646-0245 address filed with court:, State of New Jersey, Division of Taxation, Bankruptcy Section, PO Box 245, Trenton, NJ 08695-0245
518553536	South Jersey Gas, PO Box 6091, Bellmawr, NJ 08099-6091
518625518	+ TD Retail Card Services, c/o Creditors Bankruptcy Service, P.O. Box 800849, Dallas, TX 75380-0849

TOTAL: 15

**Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.**

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
smg	Email/Text: usanj.njbankr@usdoj.gov	Jun 23 2021 20:37:00	U.S. Attorney, 970 Broad St., Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534
smg	+ Email/Text: ustpregion03.ne.ecf@usdoj.gov	Jun 23 2021 20:37:00	United States Trustee, Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100, Newark, NJ 07102-5235
518575173	+ Email/PDF: EBN_AIS@AMERICANINFOSOURCE.COM	Jun 23 2021 20:45:52	Capital One Bank (USA), N.A., 4515 N Santa Fe Ave, Oklahoma City, OK 73118-7901
518568514	+ Email/Text: bankruptcy@cavps.com	Jun 23 2021 20:37:00	Cavalry SPV I, LLC, 500 Summit Lake Drive, Ste 400, Valhalla, NY 10595-2321
518553525	+ Email/PDF: PRA_BK2_CASE_UPDATE@portfolioconversion.com	Jun 23 2021 20:35:21	Citibank NA, c/o Portfolio Recovery, 120 Corporate Blvd, Suite 100, Norfolk, VA 23502-4952
518553526	+ Email/PDF: Citi.BNC.Correspondence@citi.com	Jun 23 2021 20:45:52	Citicards CBNA, PO BOX 6241, Sioux Falls, SD 57117-6241
518553528	Email/Text: sbse.cio.bnc.mail@irs.gov	Jun 23 2021 20:37:00	IRS, PO Box 7346, Philadelphia, PA 19101-7346
518576564	Email/PDF: resurgentbknotifications@resurgent.com	Jun 23 2021 20:35:31	LVNV Funding, LLC, Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587
518652401	+ Email/Text: bankruptcydpt@mcmcg.com	Jun 23 2021 20:37:00	Midland Funding LLC, PO Box 2011, Warren, MI

District/off: 0312-1

Date Rcvd: Jun 23, 2021

User: admin

Form ID: pdf901

Page 2 of 3

Total Noticed: 38

			48090-2011
518576987	+ Email/PDF: cbp@onemainfinancial.com	Jun 23 2021 20:35:11	ONEMAIN FINANCIAL, PO BOX 3251, EVANSVILLE, IN 47731-3251
518553531	+ Email/PDF: cbp@onemainfinancial.com	Jun 23 2021 20:35:11	One Main Financial, 1881 S Delsea Drive, Vineland, NJ 08360-6398
518553532	+ Email/PDF: cbp@onemainfinancial.com	Jun 23 2021 20:35:28	OneMain, PO BOX 1010, Evansville, IN 47706-1010
518616486	Email/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com	Jun 23 2021 20:34:58	Portfolio Recovery Associates, LLC, c/o BEST BUY, POB 41067, Norfolk, VA 23541
518616615	+ Email/Text: bankruptcyteam@quickenloans.com	Jun 23 2021 20:37:00	QUICKEN LOANS INC., QUICKEN LOANS INC., BANKRUPTCY TEAM,, 635 WOODWARD AVE., DETROIT MI 48226-3408
518553534	+ Email/Text: bankruptcyteam@quickenloans.com	Jun 23 2021 20:37:00	Quicken Loans Inc., 1050 Woodward Avenue, Detroit, MI 48226-3573
518553537	Email/PDF: gecsed@recoverycorp.com	Jun 23 2021 20:34:51	Syncb/Amazon PLCC, PO BOX 965015, Orlando, FL 32896-5015
518553538	+ Email/Text: bankruptcy@cavps.com	Jun 23 2021 20:37:00	Synchrony Bank, c/o Cavalry Portfolio Services, 500 Summit Lake Drive, Suite 4A, Valhalla, NY 10595-2323
518654151	+ Email/PDF: gecsed@recoverycorp.com	Jun 23 2021 20:35:15	Synchrony Bank, c/o PRA Receivables Management, LLC, PO Box 41021, Norfolk VA 23541-1021
518553539	+ Email/Text: bankruptcydpt@mcmcg.com	Jun 23 2021 20:37:00	Synchrony Bank, c/o Midland Funding, LLC, 2365 Northside Drive, Suite 300, San Diego, CA 92108-2709
518555821	+ Email/PDF: gecsed@recoverycorp.com	Jun 23 2021 20:35:29	Synchrony Bank, c/o of PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021
518553540	Email/Text: RPSBankruptcyBNCNotification@usbank.com	Jun 23 2021 20:37:00	US Bank RMS CC, PO BOX 108, Saint Louis, MO 63166
518644484	+ Email/PDF: EBN_AIS@AMERICANINFOSOURCE.COM	Jun 23 2021 20:46:04	Verizon, by American InfoSource as agent, 4515 N Santa Fe Ave, Oklahoma City, OK 73118-7901
518553541	Email/Text: wfmelectronicbankruptcynotifications@verizonwireless.com	Jun 23 2021 20:36:00	Verizon, PO Box 4830, Trenton, NJ 08650-4830

TOTAL: 23

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

## NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 25, 2021

Signature: /s/Joseph Speetjens

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 22, 2021 at the address(es) listed below:

Name	Email Address
Denise E. Carlon	on behalf of Creditor QUICKEN LOANS LLC FORMERLY KNOWN AS (FKA) QUICKEN LOANS INC., dcarlon@kmllawgroup.com, bkgroup@kmllawgroup.com
Denise E. Carlon	on behalf of Creditor QUICKEN LOANS INC. dcarlon@kmllawgroup.com bkgroup@kmllawgroup.com
Eric Clayman	on behalf of Debtor Daniel J. Costello Jr. mail@jenkinsclayman.com, connor@jenkinsclayman.com
Isabel C. Balboa	ecfmail@standingtrustee.com summarymail@standingtrustee.com
Melanie Carmela Grimes	on behalf of Creditor QUICKEN LOANS LLC FORMERLY KNOWN AS (FKA) QUICKEN LOANS INC., nj.bkecf@fedphe.com
Stephanie F. Ritigstein	on behalf of Debtor Daniel J. Costello Jr. mail@jenkinsclayman.com, kevin@jenkinsclayman.com
U.S. Trustee	USTPRegion03.NE.EDCF@usdoj.gov

TOTAL: 7